

Santa Ana AAB
(W-Cal-107)

QUITCLAIM DEED

THIS INDENTURE, made this 12th day of August, 1949, between the UNITED STATES OF AMERICA, acting by and through the General Services Administrator, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, and Surplus Property Act of 1944, as amended thereby, and regulations and orders promulgated thereunder, GRANTOR, and the 32ND DISTRICT AGRICULTURAL ASSOCIATION, STATE OF CALIFORNIA, Orange County, Anaheim, California, a political subdivision of the State of California, its successors and assigns, GRANTEE;

WITNESSETH: That the said Grantor for and in consideration of the continuous use and maintenance of the premises by the Grantee as and for public park, fairground and recreational purposes, and in consideration of the payment of the sum of One Hundred Thirty Thousand One Hundred Ninety-Five and No One-Hundredths (\$130,195.00) Dollars of the United States of America, to it in hand paid by the said Grantee, receipt of which is hereby acknowledged, has remised, released and forever quitclaimed and by these presents does remise, release and forever quitclaim unto the said Grantee, its successors and assigns, all that certain piece or parcel of land situate, lying and being in the County of Orange, State of California, to wit:

Portion of Lot "A" of Banning Tract as shown on a Map of said Tract filed in the case of Hancock Banning vs. Mary H. Banning for Partition and being case No. 6385 upon the Register of Actions of the Superior Court of the State of California in and for Los Angeles County, more particularly described as follows:

Beginning at a point of intersection of the center-line of the Old Santa Ana Road with the North line of Lot "A" Banning Tract as shown on Map entitled "Record of Survey", filed in Records of Survey, Book 20, Page 31 of Records of Orange County, State of California; thence along the North line of said Lot "A" of Banning Tract, South 89° 56' 13" East, 876.98 feet to true point of beginning; thence leaving the true point of beginning, South 2400.86 feet, thence East 2087.88 feet to a point on the Northwestern boundary of a 50 foot right-of-way, State of California, parallel with and adjacent to Newport Boulevard, as shown in Book 12, page 364 of Deeds and Book 790, Page 155, Official Records of Orange County, California, thence along Northwestern boundary of said right-of-way, North 40° 15' 50" East 3140.18 feet to the North line of Lot "A" of Banning Tract; thence along the North line of Lot "A" of Banning Tract North 89° 56' 13" West, 4121.55 feet to true point of beginning, containing 171.44 acres more or less.

TOGETHER WITH the following buildings, structures, and improvements thereon:

BLDG. NO.	DESCRIPTION	SIZE
T-279 Wood	Vault	4 x 6
T-317 "	Supply	20 x 120
T-318 "	Recreation	(78x111) (25x68) (25x58) (21x32)
T-319 "	Shed	10 x 10

BLDG. NO.	DESCRIPTION	SIZE
T-370 Wood	Recreation, 2-story	(33x115) (40x68) (18x37) (25x25)
T-400 "	Store House	20 x 156
T-401 "	Store Room	25 x 126
T-402 "	Store House	20 x 156
T-407 "	Store House	20 x 156
T-410 "	Shed	10 x 10
T-411 "	E.M.Barracks	30 x 150
T-417 "	E.M.W/Lav.Barracks	20 x 124
T-419 "	E.M.Barracks	30 x 90
T-420 "	Animal Shelter	14 x 20
T-421 "	E.M.Barracks	30 x 90
T-423 "	Administration	(20x60) (20x60)
T-425 "	Mess Hospital	(37x117) (50x87) (32x87) (10x45)
T-434 "	E.M.Barracks	30 x 150
T-436 "	E.M.Barracks	30 x 150
T-437 "	E.M.Barracks	30 x 150
T-441 "	Sentry Box	4 x 4
T-549 "	WAC-2-Story Barracks	30 x 90
T-550 "	WAC-2-Story Barracks	30 x 90
T-551 "	WAC-2-Story Barracks	30 x 90
T-1022 "	Cadet-2-Story Barracks	30 x 80
T-1023 "	" 2 " "	30 x 80
T-1026 "	BOQ-2-Story "	30 x 80
T-1027 "	Cadet-2-Story "	30 x 80
T-1030 "	BOQ-2 " "	30 x 80
T-1031 "	Cadet-2- " "	30 x 80
T-1034 "	BOQ-2 " "	30 x 80
T-1035 "	Cadet-2- " "	30 x 80
T-1038 "	BOQ-2- " "	30 x 80
T-1039 "	Cadet-2- " "	30 x 80
T-1043 "	Cadet-2- " "	30 x 80
T-1050 "	Mess	(32x125) (32x125) (42x74) (27x86) (9x53)
T-1073 "	Cadet-2-Story Barracks	30 x 80
T-1077 "	" 2- " "	30 x 80
T-1081 "	" 2- " "	30 x 80
T-1084 "	BOQ- 2- " "	30 x 80
T-1085 "	Cadet 2- " "	30 x 80
T-1089 "	" 2- " "	30 x 80
T-1092 "	" 2- " "	30 x 80
T-1093 "	" 2- " "	30 x 80
T-1220 "	BOQ 2- " "	30 x 80
T-1221 "	Cadet 2- " "	30 x 80
T-1222 "	" 2- " "	30 x 80
T-1223 "	" 2- " "	30 x 80
T-1224 "	BOQ 2- " "	30 x 80
T-1225 "	Cadet 2- " "	30 x 80
T-1226 "	" 2- " "	30 x 80
T-1227 "	" 2- " "	30 x 80
T-1228 "	" 2- " "	30 x 80
T-1229 "	" 2- " "	30 x 80
T-1230 "	" 2- " "	30 x 80
T-1231 "	" 2- " "	30 x 80
T-1232 "	BOQ 2- " "	30 x 80
T-1233 "	BOQ 2- " "	30 x 80
T-1234 "	Cadet-2- " "	30 x 80
T-1235 "	" 2- " "	30 x 80
T-1236 "	BOQ 2- " "	30 x 80
T-1237 "	" 2- " "	30 x 80
T-1238 "	Cadet 2- " "	30 x 80
T-1239 "	" 2- " "	30 x 80
T-1240 "	BOQ 2- " "	30 x 80
T-1241 "	" 2- " "	30 x 80
T-1242 "	Cadet 2- " "	30 x 80
T-1243 "	" 2- " "	30 x 80
T-1270 "	BOQ 2- " "	30 x 80

AND FURTHER EXCEPTING from said premises and reserving unto the GRANTOR the oil, gas, and other associated hydrocarbon substances located therein, together with easements for drilling-sites adequate for drilling, operating, extracting and producing said substances, easements for necessary exploration, pipe lines and other structures necessary for the development of said reserved minerals, with easements for necessary means of ingress to and egress from said improvements.

AND FURTHER EXCEPTING from this conveyance and reserving to the GRANTOR, in accordance with Executive Order 9908 approved December 5, 1947 (12 F. R. 8223), all uranium, thorium and all other materials determined pursuant to Section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761), to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property possession, claim and demand whatsoever, in law as well as in equity, of the Grantor, of, in or to the foregoing described premises, and every part and parcel thereof, with the appurtenances.

Said land was duly declared surplus and assigned to the War Assets Administration for disposal, acting pursuant to Reorganization Plan One of 1947 (12 F.R. 4534), and Surplus Property Act of 1944, as amended.

TO HAVE AND TO HOLD the said premises with its appurtenances unto the said Grantee, its successors and assigns, subject to the reservations, conditions and covenants herein contained.

In the event of breach of any of the conditions and covenants herein contained, by the Grantee, its successors or assigns, whether caused by the legal inability of the said Grantee, its successors or assigns, to perform said conditions and covenants or otherwise during said twenty (20) year period, all rights, title and interest in and to all of the said premises shall revert to and become the property of the United States of America at its option. Provided, however, that the Grantor will give notice in writing to the Grantee, its successors or assigns, of the existence of any breach or violation of the conditions and covenants herein contained and if the same is not remedied or cured within thirty (30) days after receipt of the notice, the Grantor shall have the immediate right of entry upon

said premises and the Grantee, its successors or assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging.

PROVIDED, HOWEVER, that the failure of the General Services Administrator, or his successor in function, to give notice or require in any one or more instances complete performance of any of the conditions or covenants herein contained shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors or assigns, with respect to such future performance shall continue in full force and effect;

PROVIDED FURTHER, that in the event the General Services Administrator, or his successor in function, fails to exercise the option to re-enter the premises for any such breach within twenty-one (21) years from the date hereof, all of said conditions and covenants, together with all rights of the United States of America to re-enter thereon as hereinabove provided, shall as of that date terminate and be extinguished.

The said Grantee does by the acceptance of this deed covenant and agree for itself, and its successors and assigns, forever, as follows:

1. For a period of twenty (20) years from the date of this conveyance, the premises herein conveyed shall be continuously used and maintained as and for public park purposes, fair-ground and a recreational area, for incidental purposes pertaining thereto, but for no other purposes.
2. For a period of twenty (20) years from the date of this conveyance, the Grantee, its successors and assigns, shall file biennial reports with the General Services Administrator, or his successor in function, setting forth the use of the property during the preceding two-year (2-year) period, and other pertinent data establishing its continuous use for the purposes set forth above.
3. The Grantee will not sell, lease, or otherwise dispose of, any of the premises above described within twenty (20) years from the date of this conveyance, without first obtaining the written authorization of the Administrator, or his successor in function, to such sale, lease or other disposal.
4. The Grantee may, during the said twenty-year (20-year) period, secure abrogation of all the said conditions and covenants, together with all rights of re-entry herein contained, except the right to repossess the premises as contained in paragraph 5 hereinafter set forth, by: (a) payment of the unamortized portion of the fifty percent (50%) public benefit allowance granted the Grantee from the current market value of \$260,390.00; which amortization shall be at the rate of five percent (5%) for each completed twelve (12) months of operation in accordance with the terms of transfer; and (b) approval of the General Services Administrator, or his successor in function.
5. The Grantor shall have the right during the existence of any national emergency declared by the President of the United States of America, or the Congress thereof, to the full, unrestricted possession, control and use of the premises, or

any part thereof, without charge; EXCEPT THAT the Grantor shall be responsible during the period of such use, if occurring within a period of twenty (20) years from the date of this conveyance, for the entire cost of maintaining the premises, or any portion thereof, so used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal aid; PROVIDED, HOWEVER, that if such use is required after the expiration of a period of twenty (20) years from the date of this conveyance, or the Grantee, its successors and assigns, have secured the abrogation of the conditions subsequent together with all rights of re-entry as hereinabove provided, the Grantor shall pay a fair rental for the entire portion of the premises so used.

6. In the event of a breach of any of the conditions or covenants herein imposed, the Administrator, or his successor in function, will notify the Grantee, its successors or assigns, of the existence of such breach or violation and if the same is not remedied or cured within thirty (30) days after receipt of the notice, the Administrator, or his successor in function, may immediately enter and possess himself of the herein conveyed premises for and on behalf of the United States of America.
7. In the event of a breach of any condition or covenant herein imposed, the Grantee, its successors or assigns, will upon demand by the Administrator, or his successor in function, take such action including the prosecution of suit, or execute such instruments as may be necessary or required to evidence transfer of title to the herein conveyed premises to the United States of America.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused these presents to be executed the day and year first hereinabove written.

UNITED STATES OF AMERICA
Acting by and through
General Services Administrator

By Donn A. Biggs
DONN A. BIGGS
Director of Disposals
War Assets
San Francisco, California

WITNESSES:

Alma J. Byrne
Norma O. Bean

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

ss.

On this 12 day of August 1949, before me,

Steve G. Rasarals, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared DONN A. BIGGS, known to me to be the Director of Disposals, War Assets, General Services Administration, San Francisco, California, and known to me to be the person who executed the within instrument on behalf of the General Services Administrator, who executed said instrument on behalf of the United States of America, and acknowledged to me that he subscribed to the said instrument the name of the United States of America and the name of the General Services Administrator on behalf of the United States of America, and further, that the United States of America executed said instrument.

WITNESS my hand and Official Seal.

(SEAL)

Steve G. Rasarals
Notary Public

in and for the City and County of
San Francisco, State of California

My Commission expires:

10/22/52